

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15160019 / S 004		3.EFFECTIVE DATE 08/10/2017	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629			7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629	
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS15Q16IAC0002 / TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE		FACILITY CODE	10B. DATED (SEE ITEM 11) 01/20/2017 12:00 AM	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="radio"/> is extended <input type="radio"/> is not extended				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4530.2016.2016.296X.AE10.00.Q00D0000.AR371.H02.DS1429, 47X4530 2016.2016.296X.AE10.00.Q00D0000.AF151.H02.DS1410-MDL03, 47X4530 2016 2016 296X AE10 00 Q00D0000 AF151 H02 DS1410, 47X4534 2017 2017 296X AE10 0 Q00D0000 AR371 H02 DS1419 MDL04				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☒ **THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties**

☐ OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:08/10/2017

Proposal Dated:08/10/2017

Order ID: ID15160019

PERFORMANCE PERIOD FROM:
08/15/2016

PERFORMANCE PERIOD
TO:
08/14/2017

Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
0001	Base Period (Original Option Year 4)	\$28,648,349.23	\$0.00	\$28,648,349.23

Solicitation Reference: ITSS # ID15160019

Contract Number: GS15Q16IAC0002

Prior Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / LH

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0021414

Codes: Contracting Office: 47QFLA, Funding Agency: 4732, Funding Office: 47QDCA

The purpose of this modification is to:

1. Revise the Schedule of Items and Prices for upcoming Option Year 5 (Contract Section B.3)

1. STATEMENT OF WORK CHANGE

This modification affects work to be performed during Option Year 5 of the contract between August 15, 2017 through August 14, 2018. There are additions and removals to the Schedule of Items and Prices based on changing needs of the IAE program.

The ceiling value of CLIN 0011G "Minor Enhancements" is increased to account for additional work of legacy FPDS enhancements (ie quarterly service pack releases). This work was added to the SOW for Option Year 4 (via Mod 01) and will continue throughout Option Year 5.

OY5 CLIN 0011IA "FPDS Software Upgrades" is removed from the Schedule. This CLIN was removed from the OY4 Schedule because the licensing requirements changed once the FPDS work was introduced to the contract. This CLIN is not needed in OY5 as well.

CLIN 0011MC "Analyze FPDS Reports Inventory" is added to the Schedule of Items and Prices for Option

Year 5. The development of the Federal Procurement Data System (FPDS) reports in the new SAM.gov environment was planned to be completed in May 2017 during IBM's Option Year 4 CLIN 0010MC. IAE tasked IBM in its OY4 to provide functional expertise and technical support to the vendor rebuilding the reports ("FPDS reports developer") under the FPDS report modernization project. Due to various issues with the modernized environment platform and challenges the vendor experienced while conducting the reports development, the new FPDS reports module will most likely not be delivered until November 2017 at the earliest. IAE needs IBM to continue to provide functional expertise and technical support to the FPDS reports developer until the reports are deployed in the new SAM.gov environment.

2. SCHEDULE OF ITEMS AND PRICES

No Change, Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support --- (b) (4)
0010B Security Support Services ----- (b) (4)
0010C Perform System Engineering Services ----- (b) (4)
0010CA Redesign Entity Registration to Near Real Time, Total (b) (4)
0010CB Secure FTP ----- Total (b) (4)
0010CC Provide assistance with architectural definition ----- Total (b) (4)
0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0010DA Management, Operations, and Support for FPDS-NG --- (b) (4)
0010DDA Develop and Deploy FPDS NG Version 1.5 ----- Total (b) (4)
0010E Training ----- (b) (4)
0010F Travel (reimbursable) ----- (b) (4)
0010G Option Minor Enhancements (LH) ---Total (b) (4)
0010H COOP Managed Services ----- (b) (4)
0010I ODCs (reimbursable) ----- (b) (4)
0010MB Consolidate non-iLog Business Rules, -----Total (b) (4)
0010MC Analyze FPDS-NG Report Inventory, Total (b) (4)
0010N FPDS Colocation ----- (b) (4)
0010Q Prepare FPDS for Modernized Environment----- Total (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution-- Total (b) (4)
0010S Prepare SAM for Modernized Environment ----- Total (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX - Total (b) (4)

NTE = Not to Exceed

Base Period Total: (b) (4)
Base Period Total: (b) (4)
Base Period Total: NTE \$28,648,349.23

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)
0011B Security Support Services ----- (b) (4)
0011C Perform System Engineering Services ----- (b) (4)
0011CC Provide assistance with architectural definition (optional) ----- Total (b) (4)
0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)

(b) (4)

0011DB Develop and Deploy FPDS Version 1.5 ----- Total (b) (4)

0011E Training ----- (b) (4)

0011F Travel (reimbursable) ----- (b) (4)

(changed) 0011G Option Minor Enhancements (LH) ----Total (b) (4)

0011H COOP Managed Services ----- (b) (4)

0011I ODCs (reimbursable) ----- (b) (4)

(removed) 0011IA FPDS Software Upgrades (optional) ----- (b) (4)

(added) 0011MC Analyze FPDS Reports Inventory ----- Total (b) (4)

0011N FPDS Colocation (optional) ----- (b) (4)

0011P Grants Management (optional) ----- (b) (4)

0011Q Prepare FPDS for Modernized Environment ----- Total (b) (4)

0011R Modernize FPDS UI/UX and Implement Design Solution ----- Total (b) (4)

0011S Prepare SAM for Modernized Environment ---- Total (b) (4)

0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- Total (b) (4)

NTE = Not to Exceed

Option 1 Total: FFP (b) (4)

Option 1 Total: Reimbursable (b) (4)

Option 1 Total: \$30,099,931.85 (from \$31,217,369.91, decrease of \$1,117,438.06)

Note: If applicable, the contractor is authorized to adjust the monthly unit fixed price on the final invoice to bill the full annual fixed price.

3. FUNDING

No Change, included for informational purposes only

The Base Period (Original OY4) of this contract is fully funded in the amount of \$28,648,349.23, unfunded \$0.00. Funding is allocated to the contract line items as follows:

Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support ----- (b) (4)

0010B Security Support Services ---- (b) (4)

0010C Perform System Engineering Services ----- (b) (4)

0010CA Redesign Entity Registration to Near Real Time ---- (b) (4)

0010CB Secure FTP ----- (b) (4)

0010CC Provide assistance with architectural definition ----- Total (b) (4)

0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)

0010DA Management, Operations, and Support for FPDS-NG ---- (b) (4)

0010DDA Develop and Deploy FPDS NG Version 1.5 ----- (b) (4)

0010E Training --- (b) (4)

0010F Travel (reimbursable) ---- (b) (4)

0010G Option Minor Enhancements (b) (4)

0010H COOP Managed Services ----- (b) (4)

0010I ODCs (reimbursable) ----- (b) (4)

0010MB Consolidate non-iLog Business Rules ---- (b) (4)
0010MC Analyze FPDS-NG Report Inventory ---- (b) (4)
0010N FPDS Colocation ---- (b) (4)
0010Q Prepare FPDS for Modernized Environment ---- (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution --- (b) (4)
0010S Prepare SAM for Modernized Environment ---- (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX ----- (b) (4)

FFP Funding: (b) (4)
Reimbursable Funding: NTE (b) (4)
Base Period Total Funding: NTE \$28,648,349.23; unfunded \$0.00.

4. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers
Primary
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E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Lucille Warunek-Gieryic

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(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

The Base period of performance (August 15, 2016 through August 14, 2017), which corresponds to the original Option 4 of this contract, remains unchanged.

6. CONTRACT TYPE

The tasks described in this modification use a combination FFP and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this order for the number of hours actually performed up to the ceilings. Ancillary Items and ODCs will be reimbursed for actual costs incurred up to their respective ceiling amounts.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

9. ADDITIONAL CLAUSES

Not applicable

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: [Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$28,648,349.23	\$28,648,349.23	\$0.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)	16A. NAME AND TITLE OF CONTRACTING
--	------------------------------------

Lucille L. Warunek-Gieryic		OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR Lucille L. Warunek-Gieryic	15C. DATE SIGNED 08/11/2017	16B. UNITED STATES OF AMERICA Brian A Bogucki	16C. DATE SIGNED 08/14/2017
_____ (Signature of person authorized to sign)		_____ (Signature of person authorized to sign)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15160019 / C 006		3.EFFECTIVE DATE 09/27/2017	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629		7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS15Q16IAC0002 / TYPE OF MODIFICATION: E. Amount + Admin Change	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11) 08/15/2017 12:00 AM
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="radio"/> is extended <input type="radio"/> is not extended				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4534 2017 2017 296X AE10 0 Q00D0000 AR371 H02 DS1419 MDL04, 47X4530 2016 2016 296X AE10 00 Q00D0000 AF151 H02 DS1410, 47X4530 2016.2016.296X.AE10.00.Q00D0000.AF151.H02.DS1410-MDL03, 47X4534.2017.2017.296X.AE10.00.Q00D0000.AF151.H02.DS1410_MDL05, 47X4534,2017.2017.296X.AE10.00.Q00D0000.AR371.H02.DS1429_MDL06, 47X45342017.2017.296X.AE10.00.Q00D0000.AF151.H02_MDL07, 47X4530.2016.2016.296X.AE10.00.Q00D0000.AR371.H02.DS1429				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				

☒ **THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) FAR 52.243-1 Change-Fixed Price THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:09/26/2017	Quote Dated:09/26/2017	Order ID: ID15160019
PERFORMANCE PERIOD FROM: 08/15/2016	PERFORMANCE PERIOD TO: 08/14/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
0001	Base Period (Original Option Year 4)	\$28,648,349.23	\$0.00	\$28,648,349.23
0002	Option Year 1 (Original Option Year 5)	\$17,658,155.73	\$774,698.09	\$18,432,853.82

Solicitation Reference: ITSS # ID15160019

Contract Number: GS15Q16IAC0002

Prior Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / LH

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0021414

Authority: FAR 52.243-1 Change-Fixed Price

The purpose of this modification is to ---

(1) Revise the Scope of Work for CLIN 0011P - Grants Management

(2) Fully Fund CLIN 0011P

1. STATEMENT OF WORK CHANGE

OLD: The original Scope of Work for CLIN 0011P - Grants Management for Option 1 (original Option Year 5) was for operation and maintenance (O&M) of an FPDS grants management module which was developed by the previous FPDS vendor. However that module was never implemented into the FPDS system per IAE's governance board's recommendation.

CHANGE: Because the module was never implemented, O&M for the model in OY1 is not needed. IAE's governance board instead requests the development of a working prototype to enable agency collection of federal assistance award data using their existing contract writing systems (CWS) and corresponding

interfaces. The prototype will allow governance to make a more informed decision about the future approach to collecting federal assistance award data.

NEW: After the within-scope change to CLIN 0011P - Grants Management IBM will develop a prototype for federal assistance award data collection. This prototype will enable agency collection of federal assistance award data using their existing CWS (and the interfaces the CWS) to report to the Federal Procurement Data System Version 1.5 (FPDS V1.5). The prototype would also allow governance to make a more informed decision about the future approach to collecting federal assistance award data.

2. SCHEDULE OF ITEMS AND PRICES

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)

0011B Security Support Services ----- (b) (4)

0011C Perform System Engineering Services ----- (b) (4)

0011CC Provide assistance with architectural definition (optional) ----- Total (b) (4)

0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)

0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)

0011DB Develop and Deploy FPDS Version 1.5 ----- Total (b) (4)

0011E Training ----- (b) (4) (b) (4) (b) (4)

0011F Travel (reimbursable) ----- (b) (4)

0011G Option Minor Enhancements (LH) ----Total (b) (4)

0011H COOP Managed Services ----- (b) (4)

0011I ODCs (reimbursable) ----- (b) (4)

0011MC Analyze FPDS Reports Inventory ----- Total (b) (4)

0011N FPDS Colocation (optional) ----- (b) (4)

(changed) 0011P Grants Management (optional) ----- (b) (4)

(b) (4) (b) (4)

0011Q Prepare FPDS for Modernized Environment ----- Total (b) (4)

0011R Modernize FPDS UI/UX and Implement Design Solution ----- Total (b) (4)

0011S Prepare SAM for Modernized Environment ---- Total (b) (4)

0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- Total (b) (4)

NTE = Not to Exceed

Option 1 Total: (b) (4)

Option 1 Total: (b) (4)

Option 1 Total: \$30,253,136.74 (from \$30,099,931.85, increase of \$153,204.89)

Note: If applicable, the contractor is authorized to adjust the monthly unit fixed price on the final invoice to bill the full annual fixed price.

3. FUNDING

(changed)

Option Year 1 of the contract, which corresponds to Option Year 5 of the original contract, is incrementally funded in the amount of \$18,432,853.82 of \$30,253,136.74; (from \$17,658,155.73, increase of \$774,698.09); unfunded \$11,820,282.92. Funding is allocated to the contract line items as follows:

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)
\$1,348,141.13
0011B Security Support Services ----- (b) (4)
0011C Perform System Engineering Services ----- (b) (4)
0011CC Provide assistance with architectural definition (optional) ----- (b) (4)
[REDACTED]
0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
[REDACTED]
0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)
[REDACTED]
0011DB Develop and Deploy FPDS Version 1.5 ----- (b) (4)
0011E Training ----- (b) (4)
0011F Travel (reimbursable) ----- (b) (4)
[REDACTED]
0011G Option Minor Enhancements (LH) --- (b) (4)
0011H COOP Managed Services ----- (b) (4)
0011I ODCs (reimbursable) ----- (b) (4)
\$0.00
0011MC Analyze FPDS Reports Inventory ----- (b) (4)
[REDACTED]
0011N FPDS Colocation (optional) ----- (b) (4)
(changed) 0011P Grants Management (optional) ----- (b) (4)
(b) (4)
0011Q Prepare FPDS for Modernized Environment ----- (b) (4)
[REDACTED]
0011R Modernize FPDS UI/UX and Implement Design Solution ---- (b) (4)
[REDACTED]
0011S Prepare SAM for Modernized Environment ---- (b) (4)
0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- (b) (4)
[REDACTED]

NOTE: The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

4. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers
Primary
Mr. Brian Bogucki
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GSA Contracting Officers Representative

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Contractor points of contract

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(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

Option 1 period of performance (August 15, 2017 through August 14, 2018), which corresponds to the original Option 5 of this contract, is in effect.

6. CONTRACT TYPE

The tasks described in this modification use a combination firm fixed and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this contract for the number of hours actually performed up to the ceilings. The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

9. Additional Clauses

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitation of Government Obligation

The Government's payment obligations under this contract are limited by the available funds. Accordingly, the following provision applies regarding incremental funding of the fixed price portion of this contract.

LIMITATION OF GOVERNMENT OBLIGATION

(changed)

(a) The Firm Fixed Price portion of Option 1 of this Contract award (corresponding to original Option 5) is incrementally funded. The Option 1 firm fixed price value is \$18,505,122.47 (from \$18,351,917.58, increase of \$153,204.89). Current funding of fixed price line items is \$6,684,839.55 (from \$5,910,141.46, increase of \$774,698.09) leaving \$11,820,282.92 unfunded. It is contemplated that the balance of the funding will be provided in accordance with the following funding schedule.

15 August, 2017 (Initial funding) ----- \$6,684,839.55
On or before 15 December, 2017----- \$11,820,282.92
Total FFP funding ----- \$18,505,122.47

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the convenience of the Government, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled: Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the funding schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. If more than one additional funding amount is indicated in the funding schedule, paragraph (a), the notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the funding schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner

to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled: Disputes.

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled: Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

Incremental Funding: Time and Materials/Labor Hours

The Incremental Funding: Time and Materials/Labor Hours clause (GSA R5 AOD Acquisition Letter 3-2009-01 [revised 07-23-09]), regarding incremental funding of the Labor Hour or Time & Material portion of this contract, is incorporated and provided in full text as follows:

INCREMENTAL FUNDING: TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

End of Modification Text

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: [Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:

GSA Finance Customer Support 816-926-7287

PRIOR AMOUNT		NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$46,306,504.96	\$47,081,203.05	\$774,698.09
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Brian A Bogucki	16C. DATE SIGNED 09/27/2017
(Signature of person authorized to sign)		(Signature of person authorized to sign)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15160019 / C 006		3.EFFECTIVE DATE 09/27/2017	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629		7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629		
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS15Q16IAC0002 / TYPE OF MODIFICATION: E. Amount + Admin Change	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11) 08/15/2017 12:00 AM
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="radio"/> is extended <input type="radio"/> is not extended				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4534 2017 2017 296X AE10 0 Q00D0000 AR371 H02 DS1419 MDL04, 47X4530 2016 2016 296X AE10 00 Q00D0000 AF151 H02 DS1410, 47X4530 2016.2016.296X.AE10.00.Q00D0000.AF151.H02.DS1410-MDL03, 47X4534.2017.2017.296X.AE10.00.Q00D0000.AF151.H02.DS1410_MDL05, 47X4534,2017.2017.296X.AE10.00.Q00D0000.AR371.H02.DS1429_MDL06, 47X45342017.2017.296X.AE10.00.Q00D0000.AF151.H02_MDL07, 47X4530.2016.2016.296X.AE10.00.Q00D0000.AR371.H02.DS1429				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				

☒ **THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) FAR 52.243-1 Change-Fixed Price THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐ THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:09/26/2017	Quote Dated:09/26/2017	Order ID: ID15160019
PERFORMANCE PERIOD FROM: 08/15/2016	PERFORMANCE PERIOD TO: 08/14/2018	Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
0001	Base Period (Original Option Year 4)	\$28,648,349.23	\$0.00	\$28,648,349.23
0002	Option Year 1 (Original Option Year 5)	\$17,658,155.73	\$774,698.09	\$18,432,853.82

Solicitation Reference: ITSS # ID15160019

Contract Number: GS15Q16IAC0002

Prior Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / LH

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0021414

Authority: FAR 52.243-1 Change-Fixed Price

The purpose of this modification is to ---

(1) Revise the Scope of Work for CLIN 0011P - Grants Management

(2) Fully Fund CLIN 0011P

1. STATEMENT OF WORK CHANGE

OLD: The original Scope of Work for CLIN 0011P - Grants Management for Option 1 (original Option Year 5) was for operation and maintenance (O&M) of an FPDS grants management module which was developed by the previous FPDS vendor. However that module was never implemented into the FPDS system per IAE's governance board's recommendation.

CHANGE: Because the module was never implemented, O&M for the model in OY1 is not needed. IAE's governance board instead requests the development of a working prototype to enable agency collection of federal assistance award data using their existing contract writing systems (CWS) and corresponding

interfaces. The prototype will allow governance to make a more informed decision about the future approach to collecting federal assistance award data.

NEW: After the within-scope change to CLIN 0011P - Grants Management IBM will develop a prototype for federal assistance award data collection. This prototype will enable agency collection of federal assistance award data using their existing CWS (and the interfaces the CWS) to report to the Federal Procurement Data System Version 1.5 (FPDS V1.5). The prototype would also allow governance to make a more informed decision about the future approach to collecting federal assistance award data.

2. SCHEDULE OF ITEMS AND PRICES

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)

0011B Security Support Services ----- (b) (4)

0011C Perform System Engineering Services ----- (b) (4)

0011CC Provide assistance with architectural definition (optional) ----- Total (b) (4)

0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)

0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)

0011DB Develop and Deploy FPDS Version 1.5 ----- Total (b) (4)

0011E Training ----- (b) (4) (b) (4) (b) (4)

0011F Travel (reimbursable) ----- (b) (4)

0011G Option Minor Enhancements (LH) ----Total (b) (4)

0011H COOP Managed Services ----- (b) (4)

0011I ODCs (reimbursable) ----- (b) (4)

0011MC Analyze FPDS Reports Inventory ----- Total (b) (4)

0011N FPDS Colocation (optional) ----- (b) (4)

(changed) 0011P Grants Management (optional) ----- (b) (4)

(b) (4) (b) (4)

0011Q Prepare FPDS for Modernized Environment ----- Total (b) (4)

0011R Modernize FPDS UI/UX and Implement Design Solution ----- Total (b) (4)

0011S Prepare SAM for Modernized Environment ---- Total (b) (4)

0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- Total (b) (4)

NTE = Not to Exceed

Option 1 Total: (b) (4)

Option 1 Total: (b) (4)

Option 1 Total: \$30,253,136.74 (from \$30,099,931.85, increase of \$153,204.89)

Note: If applicable, the contractor is authorized to adjust the monthly unit fixed price on the final invoice to bill the full annual fixed price.

3. FUNDING

(changed)

Option Year 1 of the contract, which corresponds to Option Year 5 of the original contract, is incrementally funded in the amount of \$18,432,853.82 of \$30,253,136.74; (from \$17,658,155.73, increase of \$774,698.09); unfunded \$11,820,282.92. Funding is allocated to the contract line items as follows:

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)
\$1,348,141.13
0011B Security Support Services ----- (b) (4)
0011C Perform System Engineering Services ----- (b) (4)
0011CC Provide assistance with architectural definition (optional) ----- (b) (4)
[REDACTED]
0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
[REDACTED]
0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)
[REDACTED]
0011DB Develop and Deploy FPDS Version 1.5 ----- (b) (4)
0011E Training ----- (b) (4)
0011F Travel (reimbursable) ----- (b) (4)
[REDACTED]
0011G Option Minor Enhancements (LH) --- (b) (4)
0011H COOP Managed Services ----- (b) (4)
0011I ODCs (reimbursable) ----- (b) (4)
\$0.00
0011MC Analyze FPDS Reports Inventory ----- (b) (4)
[REDACTED]
0011N FPDS Colocation (optional) ----- (b) (4)
(changed) 0011P Grants Management (optional) ----- (b) (4)
(b) (4)
0011Q Prepare FPDS for Modernized Environment ----- (b) (4)
[REDACTED]
0011R Modernize FPDS UI/UX and Implement Design Solution ---- (b) (4)
[REDACTED]
0011S Prepare SAM for Modernized Environment ---- (b) (4)
0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- (b) (4)
[REDACTED]

NOTE: The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

4. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers
Primary
Mr. Brian Bogucki
Contracting Officer
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn, 3800
Chicago, IL 60604
Office Phone: 312.353.9629
brian.bogucki@gsa.gov

Alternate
Mr. Eben Greybourne
Supervisory Contracting Officer

U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn Street, Room 3808
Chicago, IL 60604
Office Phone: (312) 886-3811
eben.greybourne@gsa.gov

GSA Contracting Officers Representative

Kristen Lanier, COR
U.S. General Services Administration
Integrated Acquisition Environment Project Office
1800 F Street NW
Washington, DC 20405
Office Phone: 703.605.9354
E-mail: kristen.lanier@gsa.gov

Contractor points of contract

Lucille Warunek-Gieryic
IBM US Federal, Global Business Services
Sr. Contracts & Negotiations Manager
6710 Rockledge Drive, Bethesda, MD 20817
(P) 301-803-3197 (t/l) 262
(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

Option 1 period of performance (August 15, 2017 through August 14, 2018), which corresponds to the original Option 5 of this contract, is in effect.

6. CONTRACT TYPE

The tasks described in this modification use a combination firm fixed and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this contract for the number of hours actually performed up to the ceilings. The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

9. Additional Clauses

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitation of Government Obligation

The Government's payment obligations under this contract are limited by the available funds. Accordingly, the following provision applies regarding incremental funding of the fixed price portion of this contract.

LIMITATION OF GOVERNMENT OBLIGATION

(changed)

(a) The Firm Fixed Price portion of Option 1 of this Contract award (corresponding to original Option 5) is incrementally funded. The Option 1 firm fixed price value is \$18,505,122.47 (from \$18,351,917.58, increase of \$153,204.89). Current funding of fixed price line items is \$6,684,839.55 (from \$5,910,141.46, increase of \$774,698.09) leaving \$11,820,282.92 unfunded. It is contemplated that the balance of the funding will be provided in accordance with the following funding schedule.

15 August, 2017 (Initial funding) ----- \$6,684,839.55
On or before 15 December, 2017----- \$11,820,282.92
Total FFP funding ----- \$18,505,122.47

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the convenience of the Government, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled: Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the funding schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. If more than one additional funding amount is indicated in the funding schedule, paragraph (a), the notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the funding schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner

to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled: Disputes.

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled: Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

Incremental Funding: Time and Materials/Labor Hours

The Incremental Funding: Time and Materials/Labor Hours clause (GSA R5 AOD Acquisition Letter 3-2009-01 [revised 07-23-09]), regarding incremental funding of the Labor Hour or Time & Material portion of this contract, is incorporated and provided in full text as follows:

INCREMENTAL FUNDING: TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

End of Modification Text

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: [Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:

GSA Finance Customer Support 816-926-7287

PRIOR AMOUNT		NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$46,306,504.96	\$47,081,203.05	\$774,698.09
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Brian A Bogucki	16C. DATE SIGNED 09/27/2017
(Signature of person authorized to sign)		(Signature of person authorized to sign)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15190002 / P00007		3.EFFECTIVE DATE 06/15/2020	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629			7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629	
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. 47QDCA19C0001 / TYPE OF MODIFICATION: E. Amount + Admin Change	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11) 04/21/2020 12:00 AM
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="radio"/> is extended <input type="radio"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4534 2020 2020 296X AE10 00 Q00D0000 AF151 H02 DS1410 MDL05, 47X4534 2019. 2019. . 296X. AE10. 00. Q00D0000. AF151. H02. DS1410 MDL01, 47X4534 2019.2019.296X.AE10.00.Q00D0000.AF151.H02.DE0201 MDL03, 47X4534 2019.2019.296X.AE10.00.Q00D0000.AF151.H02.DE0201 MDL04, 47X4534 2020 2020 296X AE10 00 Q00D0000 AR371 H02 DS1429 MDL06, 47X4534 2020. 2020. . 296X. AE10. 00. Q00D0000.AR371. H02. DS1419_PLN07, 47X4534 2019. 2019. . 296X. AE10. 00. Q00D0000.AF151. H02. DS1429 MDL02				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input checked="" type="checkbox"/> THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) FAR 52.243-1 Change-Fixed Price THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/> THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input type="checkbox"/> THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input type="checkbox"/> OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor IS NOT required to sign this document and return copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)				
ORDER MOD DATED:06/09/2020		Quote Dated:06/09/2020		Order ID: ID15190002
PERFORMANCE PERIOD FROM: 02/15/2019		PERFORMANCE PERIOD TO: 08/14/2020		Desired Delivery Date:
ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
001	Base Period	\$25,334,652.96	\$0.00	\$25,334,652.96
002	Option Period 1	\$12,445,674.40	\$127,203.00	\$12,572,877.40
Solicitation Reference: ITSS # ID15190002, 47QDCA19K0004 Contract Number: 47QDCA19C0001 Project Title: SAM & FPDS Operations, Maintenance, and Migration (OMM) Contract Type: Combination FFP / LH NAICS: 541519 Other Computer Related Services Product Service Code: D302 ADP Systems Development Inherently Governmental Functions Code: IGF::OT::IGF FPDS Funding Codes: Contracting Office: 47QDCA, Funding Agency: 4732, Funding Office: 47QDCA Funding Reference: QP0023161 Inherently Governmental Functions Code: IGF::CT::IGF				
The purpose of this modification is to --- (1) Provide additional work for the Reports module				

1. STATEMENT OF WORK CHANGE

IBM's proposal titled "FPDS Reports Module" dated May 19, 2020 is incorporated into the contract.

The following description is added to the Statement of Work:

1 O&M for FPDS Report Module

1.1 O&M tasks - The IBM team will provide security and technical O&M support for the Reports Module existing baseline system. These activities include: OS level patching, Security scans, Monitoring and remediation of the nightly data refreshes, Training and Tier 2 technical support for users, Monitoring and remediation of data transfer jobs from Legacy Reports to Modernized Reports, Technical support to the Beta team for verifying reports data, counts, number discrepancies, etc.

Please note that Informatica servers for FPDS Reports are end of life and not supported by the vendors. As a result, and to reduce the risk of software/hardware crash, IBM will not provide any updates on these hardware and software.

1.2 Enhancements -- IBM's Functional team will work with the FPDS Product Owner to scope and size requested enhancements for the Reports Module. The enhancement will only be considered and developed if the stakeholders approve the functionality/feature of the enhancement. An enhancement that is deployed in the legacy system will have to also be developed and deployed to the Modernized Reports Module. The scope of analysis and development for enhancement to be deployed on the Modernized Reports Module is outside the scope of this PCR. Enhancements will only be undertaken if the level of complexity for development of the enhancement is within the scope of the funding provided in this PCR.

1.3 Analysis of the Legacy Reports data - The GSA IAE Modernized Reports team and FPDS stakeholders have been requesting customized and specific analysis of the data included in the Legacy Reports module. The IBM team will develop the queries necessary to capture such requests and provide response on the analysis of the data and also provide technical support to the Beta team for verifying reports data, counts, number discrepancies, etc.

2. SCHEDULE OF ITEMS AND PRICES

Option 1

The quantity of all line items is 6 months.

02A PMO --- (b) (4)
02BA SAM Security ----- (b) (4)
02BB FPDS Security ----- (b) (4)
02CA SAM T2T Helpdesk --- (b) (4)
02CB FPDS T2T Helpdesk --- (b) (4)
02D Minor Enhancements --- (b) (4)
02DA ME Proof of Concept (unsolicited optional) ----- (b) (4)
02E Training ----- (b) (4)
02F Travel (reimbursable) ----- (b) (4)
02G Other Direct Costs (reimbursable) (b) (4)
02HA SAM O&M ----- (b) (4) 02HB FPDS O&M ----- (b) (4)
02IA Infrastructure - FPDS ----- (b) (4)
02KA SAM COOP (AWS) ----- (b) (4)
02KB FPDS COOP (AWS) ----- (b) (4)
02L Integration Modernized SAM.gov ----- (b) (4)
02M JPT Support ----- (b) (4)
02N O&M for Production-Deployed SAM.gov Entity Registration, Exclusions, and Awards ----- (b) (4)
02O Security for Production Deployed SAM.gov Entity Registration, Exclusions, and Awards ----- (b) (4)
02P T2T Help Desk Support for SAM.gov Entity Registration, Exclusions and Awards ----- (b) (4)
02Q Minor Enhancements for Entity Registration, Exclusions and Awards ----- (b) (4)
02R System Engineering of New Epics on Modernized SAM.gov ----- (b) (4) 02S System Engineering of New Epics on Modernized SAM.gov - Team 2 (unsolicited optional) ----- (b) (4)
(added) 02T FPDS Reports Support --- (b) (4)

Option Period 1: \$12,445,674.40

Note: Option Period 2 removed for brevity. Please see Mod 04.

Summary

Base Period: \$25,684,652.96

Option Period 1: \$12,572,877.40 (from \$12,445,674.40, increase of \$127,203.00)

Option Period 2: \$13,157,845.40

TOTAL CONTRACT VALUE: \$51,415,375.76 (from \$51,288,172.76, increase of \$127,203)

3. FUNDING

Option Period 1 of this contract is fully funded in the amount of \$12,572,877.40, which remains unchanged.

Option 1

02A PMO --- (b) (4)
02BA SAM Security ----- (b) (4)
02BB FPDS Security ----- (b) (4)
02CA SAM T2T Helpdesk --- (b) (4)
02CB FPDS T2T Helpdesk --- (b) (4)
02D Minor Enhancements --- (b) (4)
02E Training ----- (b) (4)
02F Travel (reimbursable) ----- (b) (4)
02G Other Direct Costs (reimbursable) ----- (b) (4)
02HA SAM O&M ----- (b) (4)
02HB FPDS O&M ----- (b) (4)
02KA SAM COOP (AWS) ----- (b) (4)
02KB FPDS COOP (AWS) ----- (b) (4)
02L Integration Modernized SAM.gov ----- (b) (4)

02M JPT Support ----- (b) (4)
02R System Engineering of New Epics on Modernized SAM.gov ----- (b) (4)
02S System Engineering of New Epics on Modernized SAM.gov - Team 2 (unsolicited optional) ----- (b) (4)
(added) 02T FPDS Reports Support --- (b) (4)

NOTE: The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

4. POINTS OF CONTACT

The following contact information is unchanged but is provided for reference purposes only.

Government Points of Contact

GSA Contracting Officers
Primary
Mr. Brian Bogucki
Contracting Officer
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn, 3800
Chicago, IL 60604
Office Phone: 312.353.9629
brian.bogucki@gsa.gov

Alternate
Mr. Eben Greybourne
Supervisory Contracting Officer
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn Street, Room 3808
Chicago, IL 60604
Office Phone: (312) 886-3811
eben.greybourne@gsa.gov

GSA Contracting Officers Representative
Kristen Lanier, COR
U.S. General Services Administration
Integrated Acquisition Environment Project Office
1800 F Street NW
Washington, DC 20405
Office Phone: 703.605.9354
E-mail: kristen.lanier@gsa.gov

Contractor points of contract

Lucille Warunek-Gieryic
IBM US Federal, Global Business Services
Sr. Contracts & Negotiations Manager
6710 Rockledge Drive, Bethesda, MD 20817
(P) 301-803-3197 (t/l) 262
(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

Base Period: February 15, 2019 through February 14, 2020
Option Period 1: February 15, 2020 through August 14, 2020
Option Period 2: August 15, 2020 through February 14, 2021

6. CONTRACT TYPE

The tasks described in this modification use a combination firm fixed and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this contract for the number of hours actually performed up to the ceilings. The Contractor is not authorized to carry over un-used hours and dollars from one period of performance to the next.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

End of Modification Text

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission:
[Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:

GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$37,780,327.36	\$37,907,530.36	\$127,203.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR <hr/> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Brian A Bogucki <hr/> (Signature of person authorized to sign)	16C. DATE SIGNED 06/15/2020
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 08/14/2015		2. ORDER NUMBER		3. CONTRACT NUMBER GS05Q15BMC0002		4. ACT NUMBER	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 299X	ORG CODE A05VR110	B/A CODE F1	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE C01	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT
7. TO: CONTRACTOR (<i>Name, address and zip code</i>) Maryanne Manzi INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 ROCKLEDGE DR Bethesda, MD 20817-1826 United States (720) 396-7301				8. TYPE OF ORDER A. PURCHASE		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER (b) (4)		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION Manufacturer of Goods				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (<i>Address, zip code, and telephone no.</i>) GSA Region 05 Brian A Bogucki		12. REMITTANCE ADDRESS (<i>MANDATORY</i>) INTERNATIONAL BUSINESS MACHINES CORPORATION P.O. Box 643584		13. SHIP TO(<i>Consignee address, zip code and telephone no.</i>) Kristen Lanier 1800 F Street NW			

230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629	500 First Ave Pittsburgh,PA 15264-3584 United States	Washington DC, DC 60604-1111 United States 312-886-8820	
14. PLACE OF INSPECTION AND ACCEPTANCE Kristen Lanier 1800 F Street NW Washington DC, DC 60604-1111 United States		15. REQUISITION OFFICE (<i>Name, symbol and telephone no.</i>) Cassandra Hannah-Boyd GSA Region 5 230 S. Dearborn Street Chicago, IL 60604 United States (312) 886-7499	
16. F.O.B. POINT Destination	17. GOVERNMENT B/L NO.	18. DELIVERY F.O.B. POINT ON OR BEFORE 08/14/2016	19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS

20. SCHEDULE

Solicitation Reference: ITSS # ID05150131

Modification: N/A

Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / T&M

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0020590

This action is completed under the authority of the clauses entitled: Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9) and Changes ȷ Fixed Price (FAR 52.243-4) for the removal of SubCLINs 0009IA and 0009P (detail in Section 4).

1. CONTRACT AWARD

This award is for System for Award Management / Architecture and Operations Contract Support (SAM / AOCS) systems development. This award constitutes the exercising of Option 3 of the original contract and is for this period of performance only. This award is a continuation of contract GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046 (FEDSIM), and GS05Q15BMC0001 (R5 Contract Number) ID05150073 (ITSS Number). This contract was transitioned for administration from GSA FEDSIM to GSA Region 5, Federal Acquisition Service (FAS), Acquisition Operations Division (AOD). The change in contract number is necessitated by internal GSA account rules and is made solely for the benefit of the government.

2. INCORPORATED DOCUMENTS

The provisions, attachments, and documents incorporated by reference, including the contractor's proposal, as revised, and applicable solicitation provisions in Contracts GS-00Q-14-AJ-C-0009 / GS-

00I-10-AA-C-0046 the latest version is the conforming contract document dated February 2010, GS05Q15BMC0001 / ID05150073 (ITSS Number) are hereby incorporated into this award by reference.

3. CONTRACT TYPE

This is a combination fixed price and time and material contract.

4. PRICES

The prices in this award are as follows:

The original base period amount of \$20,586,399.46 (original contract Option 3) is reduced by \$2,666,584.08 to \$17,919,815.38. This reduction is due to the removal of SubCLIN 0009IA: FPDS Software Upgrades for (b) (4) and SubCLIN 0009P: Grants Management (b) (4) which are no longer required by the Government.

Option 1: \$20,211,711.05 (original contract Option 4)

Option 2: \$20,111,839.54 (original contract Option 5)

Total: \$58,243,365.97

CLIN Description

0009A Project Management and Program Support -----	(b) (4)
0009B Security Support Services -----	(b) (4)
0009C Perform System Engineering Services -----	(b) (4)
0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE ----	(b) (4)
0009DD Management, Operations, and Support for FPDS-NG -----	(b) (4)
0009E Training -----	(b) (4)
0009F Travel (reimbursable) -----	(b) (4)
0009G Option Minor Enhancements (LH) -----	(b) (4)
0009H COOP Managed Services -----	(b) (4)
0009I ODCs (reimbursable) -----	(b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) -----	(b) (4)
0009N FPDS Colocation -----	(b) (4)
0009P (O) Grants Management -----	(b) (4)

5. FUNDING

The Base Period of this contract, which corresponds to Option 3 of the original contract, is incrementally funded in the amount of \$3,360,597.22 of \$17,919,815.38, unfunded \$14,559,218.16. Funding is allocated to the contract line items as follows:

0009A Project Management and Program Support (b) (4) of (b) (4), unfunded (b) (4)

0009B Security Support Services (b) (4) of (b) (4), unfunded (b) (4)

0009C Perform System Engineering Services (b) (4) of (b) (4) unfunded (b) (4)

0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE (b) (4) of (b) (4) unfunded (b) (4)

0009DD Management, Operations, and Support for FPDS-NG (b) (4) of (b) (4) unfunded (b) (4)

0009E Training (b) (4) unfunded (b) (4)
0009F Travel (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009G Option Minor Enhancements (LH) (b) (4) of (b) (4) unfunded (b) (4)
0009H COOP Managed Services \$86,099.68 of \$ 516,598.07, unfunded \$430,498.39
0009I ODCs (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) ----- not awarded
0009N FPDS Colocation (b) (4) of (b) (4) unfunded (b) (4)
0009P (O) Grants Management ----- (b) (4)

6. WORK OBJECTIVE

Work under this contract will be performed as described in the PWS and the Contractor's technical proposal as stated and/or incorporated into the original contract.

7. PERIOD OF PERFORMANCE

This contract has a one year base period that corresponds to the original contract twelve-month Option 3 period of performance. The period of performance is from 15 August, 2015 through 14 August, 2016. This contract has two twelve-month option periods that correspond to Options 4, and 5 of the original contract.

8. DELIVERY TIMES AND PLACES

All deliverables shall be provided at the times and places stipulated in the original contract.

9. CONTRACT MONITORING

This contract will be monitored in accordance with the QASP (Quality Assurance Surveillance Plan) that was provided with the original contract.

10. CONTRACTING OFFICER AUTHORIZATION

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

The Contracting Officer is the only person authorized to make changes to the contract on behalf of the Government. Any changes to the contract must be made in writing by the Contracting Officer as a modification to the contract.

11. CHANGE ORDERS

Change orders, if issued by the government, shall not be considered an authorization to exceed the estimated ceiling amount of this task order unless they contain a statement specifically increasing the ceiling amount.

12. ADDITIONAL INFORMATION

For additional information about this contract refer to GSA website <http://it-solutions.gsa.gov> or call the contact referenced in Paragraph 13, below.

13. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers

Primary

Mr. Brian Bogucki

Contracting Specialist

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn, 3800

Chicago, IL 60604

Office Phone: 312-353-9629

brian.bogucki@gsa.gov

Alternate

Mr. Eben Greybourne

Supervisory Contracting Officer

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn Street, Room 3808

Chicago, IL 60604

Office Phone: (312) 886-3811

eben.greybourne@gsa.gov

GSA Project Manager

Ms. Meredith "Memi" Whitehead - QD0B

Project Manager

U.S. General Services Administration

Integrated Acquisition Environment Project Office

1800 F Street NW

Hub 4323

Washington, DC 20405

Office Phone: 703-605-9466

E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Primary

Maryanne Manzi

Contracts Manager

IBM US Federal

6710 Rockledge Dr

Bethesda, MD 20817

Phone: 720-396-7301

Manzi1@us.ibm.com

14. INVOICE AND PAYMENT INFORMATION

The Contractor shall submit invoices for this contract/order through the GSA Office of the Chief Financial Officer, Vendor and Customer Self Service (VCSS) web portal (<https://vcss.ocfo.gsa.gov>).

The funding reference to use when submitting invoices is **QP0020590**.

The Contractor may invoice for items or services upon their delivery. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures.

Once invoices are submitted by the Contractor, the government will make payment after verification that the goods or services listed on the invoice have been received and accepted.

If you have problems submitting your invoice, please contact one of the following, as applicable.

VCSS General System, Login ID, password issues:

GSA Financial Systems Service Desk:

Ph: 866-450-6588

Email: OCFOServiceDesk@gsa.gov

Invoice & Payment related questions:

BCEB Help Desk:

Ph: 800-676-3690, Opt 3

Fax: (816)926-7800

Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with invoicing issues:

Email: kc-acctspayable.vcss@gsa.gov

15. CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated into this contract by reference.

FAR 52.232-18, Availability of Funds (Apr 1984)

FAR 52.232-19, Availability of Funds for Next Fiscal Year (Apr 1984)

16. CLAUSES INCORPORATED IN FULL TEXT

Option to Extend Services

As prescribed in FAR 17.208(f), the following clause applies to this task order.

Option to Extend Services (Nov 1999)(FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

Option to Extend the Term of the Contract

As prescribed in FAR 17.208(g),), the following clause applies to this task order.

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitation of Government Obligation

The Government's payment obligations under this contract are limited by the available funds. Accordingly, the following provision applies regarding incremental funding of the fixed price portion of this contract.

LIMITATION OF GOVERNMENT OBLIGATION

(a) The Firm Fixed Price portion of the Base Period of this Contract award (corresponding to original Option 3) is incrementally funded. The Base Period firm fixed price value is \$17,449,521.72. Current funding of fixed price line items is \$2,890,303.56 leaving \$14,559,218.16 unfunded. It is contemplated that the balance of the funding will be provided in accordance with the following funding schedule.

15 August, 2015 (Initial funding) ----- \$ 2,890,303.56

On or before 15 October, 2015 ----- \$14,559,218.16

Total FFP funding ----- \$17,449,521.72

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the convenience of the Government, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled: Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the funding schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing when, in the Contractor's best judgment, the

work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. If more than one additional funding amount is indicated in the funding schedule, paragraph (a), the notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the funding schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled: Disputes.

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled: Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

Incremental Funding: Time and Materials/Labor Hours

The Incremental Funding: Time and Materials/Labor Hours clause (GSA R5 AOD Acquisition Letter 3-2009-01 [revised 07-23-09]), regarding incremental funding of the Labor Hour or Time & Material

portion of this contract, is incorporated and provided in full text as follows:

INCREMENTAL FUNDING: TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

End of Award Text

CITATION CODE(S)

47X4530 2015.2015..296X.AE10.00.Q00D0000.AF151.H08.DS1410

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
T0001	Base Period (original Option Year 3)	1	lot	\$3,360,597.22	\$3,360,597.22

21. RECEIVING OFFICE (Name, symbol and telephone no.) Region 5 client , 312-886-8820		TOTAL From 300- A(s)	
22. SHIPPING POINT Specified in QUOTE	23. GROSS SHIP WT.	GRAND TOTAL	\$3,360,597.22
24. MAIL INVOICE TO: (Include zip code) General Services Administration (FUND) The contractor shall follow the invoice instructions identified within the award documentation.	25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support	25B. TELEPHONE NO. 816-926-7287	
	26A. NAME OF CONTRACTING/ORDERING OFFICER(Type) Eben Greybourne	26B. TELEPHONE NO. (312) 886-3811	
	26C. SIGNATURE		

	Eben Greybourne 08/14/2015	
GENERAL SERVICES ADMINISTRATION	1. PAYING OFFICE	GSA FORM 300 (REV. 2-93)

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 08/14/2015		2. ORDER NUMBER		3. CONTRACT NUMBER GS05Q15BMC0002		4. ACT NUMBER	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 299X	ORG CODE A05VR110	B/A CODE F1	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE C01	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT
7. TO: CONTRACTOR (<i>Name, address and zip code</i>) Maryanne Manzi INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 ROCKLEDGE DR Bethesda, MD 20817-1826 United States (720) 396-7301				8. TYPE OF ORDER A. PURCHASE		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER (b) (4)		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION Manufacturer of Goods				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (<i>Address, zip code, and telephone no.</i>) GSA Region 05 Brian A Bogucki		12. REMITTANCE ADDRESS (<i>MANDATORY</i>) INTERNATIONAL BUSINESS MACHINES CORPORATION P.O. Box 643584		13. SHIP TO(<i>Consignee address, zip code and telephone no.</i>) Kristen Lanier 1800 F Street NW			

230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629	500 First Ave Pittsburgh, PA 15264-3584 United States	Washington DC, DC 60604-1111 United States 312-886-8820	
14. PLACE OF INSPECTION AND ACCEPTANCE Kristen Lanier 1800 F Street NW Washington DC, DC 60604-1111 United States		15. REQUISITION OFFICE (<i>Name, symbol and telephone no.</i>) Cassandra Hannah-Boyd GSA Region 5 230 S. Dearborn Street Chicago, IL 60604 United States (312) 886-7499	
16. F.O.B. POINT Destination	17. GOVERNMENT B/L NO.	18. DELIVERY F.O.B. POINT ON OR BEFORE 08/14/2016	19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS

20. SCHEDULE

Solicitation Reference: ITSS # ID05150131

Modification: N/A

Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / T&M

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0020590

This action is completed under the authority of the clauses entitled: Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9) and Changes ȷ Fixed Price (FAR 52.243-4) for the removal of SubCLINs 0009IA and 0009P (detail in Section 4).

1. CONTRACT AWARD

This award is for System for Award Management / Architecture and Operations Contract Support (SAM / AOCS) systems development. This award constitutes the exercising of Option 3 of the original contract and is for this period of performance only. This award is a continuation of contract GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046 (FEDSIM), and GS05Q15BMC0001 (R5 Contract Number) ID05150073 (ITSS Number). This contract was transitioned for administration from GSA FEDSIM to GSA Region 5, Federal Acquisition Service (FAS), Acquisition Operations Division (AOD). The change in contract number is necessitated by internal GSA account rules and is made solely for the benefit of the government.

2. INCORPORATED DOCUMENTS

The provisions, attachments, and documents incorporated by reference, including the contractor's proposal, as revised, and applicable solicitation provisions in Contracts GS-00Q-14-AJ-C-0009 / GS-

00I-10-AA-C-0046 the latest version is the conforming contract document dated February 2010, GS05Q15BMC0001 / ID05150073 (ITSS Number) are hereby incorporated into this award by reference.

3. CONTRACT TYPE

This is a combination fixed price and time and material contract.

4. PRICES

The prices in this award are as follows:

The original base period amount of \$20,586,399.46 (original contract Option 3) is reduced by \$2,666,584.08 to \$17,919,815.38. This reduction is due to the removal of SubCLIN 0009IA: FPDS Software Upgrades for (b) (4) and SubCLIN 0009P: Grants Management (b) (4) which are no longer required by the Government.

Option 1: \$20,211,711.05 (original contract Option 4)

Option 2: \$20,111,839.54 (original contract Option 5)

Total: \$58,243,365.97

CLIN Description

0009A Project Management and Program Support -----	(b) (4)
0009B Security Support Services -----	(b) (4)
0009C Perform System Engineering Services -----	(b) (4)
0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE ----	(b) (4)
0009DD Management, Operations, and Support for FPDS-NG -----	(b) (4)
0009E Training -----	(b) (4)
0009F Travel (reimbursable) -----	(b) (4)
0009G Option Minor Enhancements (LH) -----	(b) (4)
0009H COOP Managed Services -----	(b) (4)
0009I ODCs (reimbursable) -----	(b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) -----	(b) (4)
0009N FPDS Colocation -----	(b) (4)
0009P (O) Grants Management -----	(b) (4)

5. FUNDING

The Base Period of this contract, which corresponds to Option 3 of the original contract, is incrementally funded in the amount of \$3,360,597.22 of \$17,919,815.38, unfunded \$14,559,218.16. Funding is allocated to the contract line items as follows:

0009A Project Management and Program Support (b) (4) of (b) (4), unfunded (b) (4)

0009B Security Support Services (b) (4) of (b) (4), unfunded (b) (4)

0009C Perform System Engineering Services (b) (4) of (b) (4) unfunded (b) (4)

0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE (b) (4) of (b) (4) unfunded (b) (4)

0009DD Management, Operations, and Support for FPDS-NG (b) (4) of (b) (4) unfunded (b) (4)

0009E Training (b) (4) unfunded (b) (4)
0009F Travel (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009G Option Minor Enhancements (LH) (b) (4) of (b) (4) unfunded (b) (4)
0009H COOP Managed Services \$86,099.68 of \$ 516,598.07, unfunded \$430,498.39
0009I ODCs (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) ----- not awarded
0009N FPDS Colocation (b) (4) of (b) (4) unfunded (b) (4)
0009P (O) Grants Management ----- (b) (4)

6. WORK OBJECTIVE

Work under this contract will be performed as described in the PWS and the Contractor's technical proposal as stated and/or incorporated into the original contract.

7. PERIOD OF PERFORMANCE

This contract has a one year base period that corresponds to the original contract twelve-month Option 3 period of performance. The period of performance is from 15 August, 2015 through 14 August, 2016. This contract has two twelve-month option periods that correspond to Options 4, and 5 of the original contract.

8. DELIVERY TIMES AND PLACES

All deliverables shall be provided at the times and places stipulated in the original contract.

9. CONTRACT MONITORING

This contract will be monitored in accordance with the QASP (Quality Assurance Surveillance Plan) that was provided with the original contract.

10. CONTRACTING OFFICER AUTHORIZATION

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

The Contracting Officer is the only person authorized to make changes to the contract on behalf of the Government. Any changes to the contract must be made in writing by the Contracting Officer as a modification to the contract.

11. CHANGE ORDERS

Change orders, if issued by the government, shall not be considered an authorization to exceed the estimated ceiling amount of this task order unless they contain a statement specifically increasing the ceiling amount.

12. ADDITIONAL INFORMATION

For additional information about this contract refer to GSA website <http://it-solutions.gsa.gov> or call the contact referenced in Paragraph 13, below.

13. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers

Primary

Mr. Brian Bogucki

Contracting Specialist

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn, 3800

Chicago, IL 60604

Office Phone: 312-353-9629

brian.bogucki@gsa.gov

Alternate

Mr. Eben Greybourne

Supervisory Contracting Officer

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn Street, Room 3808

Chicago, IL 60604

Office Phone: (312) 886-3811

eben.greybourne@gsa.gov

GSA Project Manager

Ms. Meredith "Memi" Whitehead - QD0B

Project Manager

U.S. General Services Administration

Integrated Acquisition Environment Project Office

1800 F Street NW

Hub 4323

Washington, DC 20405

Office Phone: 703-605-9466

E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Primary

Maryanne Manzi

Contracts Manager

IBM US Federal

6710 Rockledge Dr

Bethesda, MD 20817

Phone: 720-396-7301

Manzi1@us.ibm.com

14. INVOICE AND PAYMENT INFORMATION

The Contractor shall submit invoices for this contract/order through the GSA Office of the Chief Financial Officer, Vendor and Customer Self Service (VCSS) web portal (<https://vcss.ocfo.gsa.gov>).

The funding reference to use when submitting invoices is **QP0020590**.

The Contractor may invoice for items or services upon their delivery. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures.

Once invoices are submitted by the Contractor, the government will make payment after verification that the goods or services listed on the invoice have been received and accepted.

If you have problems submitting your invoice, please contact one of the following, as applicable.

VCSS General System, Login ID, password issues:

GSA Financial Systems Service Desk:

Ph: 866-450-6588

Email: OCFOServiceDesk@gsa.gov

Invoice & Payment related questions:

BCEB Help Desk:

Ph: 800-676-3690, Opt 3

Fax: (816)926-7800

Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with invoicing issues:

Email: kc-acctspayable.vcss@gsa.gov

15. CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated into this contract by reference.

FAR 52.232-18, Availability of Funds (Apr 1984)

FAR 52.232-19, Availability of Funds for Next Fiscal Year (Apr 1984)

16. CLAUSES INCORPORATED IN FULL TEXT

Option to Extend Services

As prescribed in FAR 17.208(f), the following clause applies to this task order.

Option to Extend Services (Nov 1999)(FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

Option to Extend the Term of the Contract

As prescribed in FAR 17.208(g),), the following clause applies to this task order.

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitation of Government Obligation

The Government's payment obligations under this contract are limited by the available funds. Accordingly, the following provision applies regarding incremental funding of the fixed price portion of this contract.

LIMITATION OF GOVERNMENT OBLIGATION

(a) The Firm Fixed Price portion of the Base Period of this Contract award (corresponding to original Option 3) is incrementally funded. The Base Period firm fixed price value is \$17,449,521.72. Current funding of fixed price line items is \$2,890,303.56 leaving \$14,559,218.16 unfunded. It is contemplated that the balance of the funding will be provided in accordance with the following funding schedule.

15 August, 2015 (Initial funding) ----- \$ 2,890,303.56

On or before 15 October, 2015 ----- \$14,559,218.16

Total FFP funding ----- \$17,449,521.72

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the convenience of the Government, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled: Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the funding schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing when, in the Contractor's best judgment, the

work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. If more than one additional funding amount is indicated in the funding schedule, paragraph (a), the notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the funding schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled: Disputes.

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled: Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

Incremental Funding: Time and Materials/Labor Hours

The Incremental Funding: Time and Materials/Labor Hours clause (GSA R5 AOD Acquisition Letter 3-2009-01 [revised 07-23-09]), regarding incremental funding of the Labor Hour or Time & Material

portion of this contract, is incorporated and provided in full text as follows:

INCREMENTAL FUNDING: TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

End of Award Text

CITATION CODE(S)

47X4530 2015.2015..296X.AE10.00.Q00D0000.AF151.H08.DS1410

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
T0001	Base Period (original Option Year 3)	1	lot	\$3,360,597.22	\$3,360,597.22

21. RECEIVING OFFICE (Name, symbol and telephone no.) Region 5 client , 312-886-8820		TOTAL From 300- A(s)	
22. SHIPPING POINT Specified in QUOTE	23. GROSS SHIP WT.	GRAND TOTAL	\$3,360,597.22
24. MAIL INVOICE TO: (Include zip code) General Services Administration (FUND) The contractor shall follow the invoice instructions identified within the award documentation.	25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support	25B. TELEPHONE NO. 816-926-7287	
	26A. NAME OF CONTRACTING/ORDERING OFFICER(Type) Eben Greybourne	26B. TELEPHONE NO. (312) 886-3811	
	26C. SIGNATURE		

	Eben Greybourne 08/14/2015	
GENERAL SERVICES ADMINISTRATION	1. PAYING OFFICE	GSA FORM 300 (REV. 2-93)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15160019 / S 004		3.EFFECTIVE DATE 08/10/2017	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629			7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629	
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. GS15Q16IAC0002 / TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
			10B. DATED (SEE ITEM 11) 01/20/2017 12:00 AM	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="radio"/> is extended <input type="radio"/> is not extended				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4530.2016.2016.296X.AE10.00.Q00D0000.AR371.H02.DS1429, 47X4530 2016.2016.296X.AE10.00.Q00D0000.AF151.H02.DS1410-MDL03, 47X4530 2016 2016 296X AE10 00 Q00D0000 AF151 H02 DS1410, 47X4534 2017 2017 296X AE10 0 Q00D0000 AR371 H02 DS1419 MDL04				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☒ **THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties**

☐ OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:08/10/2017

Proposal Dated:08/10/2017

Order ID: ID15160019

PERFORMANCE PERIOD FROM:
08/15/2016

PERFORMANCE PERIOD
TO:
08/14/2017

Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
0001	Base Period (Original Option Year 4)	\$28,648,349.23	\$0.00	\$28,648,349.23

Solicitation Reference: ITSS # ID15160019

Contract Number: GS15Q16IAC0002

Prior Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / LH

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0021414

Codes: Contracting Office: 47QFLA, Funding Agency: 4732, Funding Office: 47QDCA

The purpose of this modification is to:

1. Revise the Schedule of Items and Prices for upcoming Option Year 5 (Contract Section B.3)

1. STATEMENT OF WORK CHANGE

This modification affects work to be performed during Option Year 5 of the contract between August 15, 2017 through August 14, 2018. There are additions and removals to the Schedule of Items and Prices based on changing needs of the IAE program.

The ceiling value of CLIN 0011G "Minor Enhancements" is increased to account for additional work of legacy FPDS enhancements (ie quarterly service pack releases). This work was added to the SOW for Option Year 4 (via Mod 01) and will continue throughout Option Year 5.

OY5 CLIN 0011IA "FPDS Software Upgrades" is removed from the Schedule. This CLIN was removed from the OY4 Schedule because the licensing requirements changed once the FPDS work was introduced to the contract. This CLIN is not needed in OY5 as well.

CLIN 0011MC "Analyze FPDS Reports Inventory" is added to the Schedule of Items and Prices for Option

Year 5. The development of the Federal Procurement Data System (FPDS) reports in the new SAM.gov environment was planned to be completed in May 2017 during IBM's Option Year 4 CLIN 0010MC. IAE tasked IBM in its OY4 to provide functional expertise and technical support to the vendor rebuilding the reports ("FPDS reports developer") under the FPDS report modernization project. Due to various issues with the modernized environment platform and challenges the vendor experienced while conducting the reports development, the new FPDS reports module will most likely not be delivered until November 2017 at the earliest. IAE needs IBM to continue to provide functional expertise and technical support to the FPDS reports developer until the reports are deployed in the new SAM.gov environment.

2. SCHEDULE OF ITEMS AND PRICES

No Change, Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support --- (b) (4)
0010B Security Support Services ----- (b) (4)
0010C Perform System Engineering Services ----- (b) (4)
0010CA Redesign Entity Registration to Near Real Time, Total (b) (4)
0010CB Secure FTP ----- Total (b) (4)
0010CC Provide assistance with architectural definition ----- Total (b) (4)
0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0010DA Management, Operations, and Support for FPDS-NG --- (b) (4)
0010DDA Develop and Deploy FPDS NG Version 1.5 ----- Total (b) (4)
0010E Training ----- (b) (4)
0010F Travel (reimbursable) ----- (b) (4)
0010G Option Minor Enhancements (LH) ---Total (b) (4)
0010H COOP Managed Services ----- (b) (4)
0010I ODCs (reimbursable) ----- (b) (4)
0010MB Consolidate non-iLog Business Rules, -----Total (b) (4)
0010MC Analyze FPDS-NG Report Inventory, Total (b) (4)
0010N FPDS Colocation ----- (b) (4)
0010Q Prepare FPDS for Modernized Environment----- Total (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution-- Total (b) (4)
0010S Prepare SAM for Modernized Environment ----- Total (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX - Total (b) (4)

NTE = Not to Exceed

Base Period Total: (b) (4)
Base Period Total: (b) (4)
Base Period Total: NTE \$28,648,349.23

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)
0011B Security Support Services ----- (b) (4)
0011C Perform System Engineering Services ----- (b) (4)
0011CC Provide assistance with architectural definition (optional) ----- Total (b) (4)
0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)

(b) (4)
0011DB Develop and Deploy FPDS Version 1.5 ----- Total (b) (4)
0011E Training ----- (b) (4)
0011F Travel (reimbursable) ----- (b) (4)
(changed) 0011G Option Minor Enhancements (LH) ----Total (b) (4)
0011H COOP Managed Services ----- (b) (4)
0011I ODCs (reimbursable) ----- (b) (4)
(removed) 0011IA FPDS Software Upgrades (optional) ----- (b) (4)
(added) 0011MC Analyze FPDS Reports Inventory ----- Total (b) (4)
0011N FPDS Colocation (optional) ----- (b) (4)
0011P Grants Management (optional) ----- (b) (4)
0011Q Prepare FPDS for Modernized Environment ----- Total (b) (4)
0011R Modernize FPDS UI/UX and Implement Design Solution ----- Total (b) (4)
0011S Prepare SAM for Modernized Environment ---- Total (b) (4)
0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- Total (b) (4)

NTE = Not to Exceed

Option 1 Total: FFP (b) (4)
Option 1 Total: Reimbursable (b) (4)
Option 1 Total: \$30,099,931.85 (from \$31,217,369.91, decrease of \$1,117,438.06)

Note: If applicable, the contractor is authorized to adjust the monthly unit fixed price on the final invoice to bill the full annual fixed price.

3. FUNDING

No Change, included for informational purposes only

The Base Period (Original OY4) of this contract is fully funded in the amount of \$28,648,349.23, unfunded \$0.00. Funding is allocated to the contract line items as follows:

Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support ----- (b) (4)
0010B Security Support Services ---- (b) (4)
0010C Perform System Engineering Services ----- (b) (4)
0010CA Redesign Entity Registration to Near Real Time ---- (b) (4)
0010CB Secure FTP ----- (b) (4)
0010CC Provide assistance with architectural definition ----- Total (b) (4)
0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0010DA Management, Operations, and Support for FPDS-NG ---- (b) (4)
0010DDA Develop and Deploy FPDS NG Version 1.5 ----- (b) (4)
0010E Training --- (b) (4)
0010F Travel (reimbursable) ---- (b) (4)
0010G Option Minor Enhancements (b) (4)
0010H COOP Managed Services ----- (b) (4)
0010I ODCs (reimbursable) ----- (b) (4)

0010MB Consolidate non-iLog Business Rules ---- (b) (4)
0010MC Analyze FPDS-NG Report Inventory ---- (b) (4)
0010N FPDS Colocation ---- (b) (4)
0010Q Prepare FPDS for Modernized Environment ---- (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution --- (b) (4)
0010S Prepare SAM for Modernized Environment ---- (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX ----- (b) (4)

FFP Funding: (b) (4)
Reimbursable Funding: NTE (b) (4)
Base Period Total Funding: NTE \$28,648,349.23; unfunded \$0.00.

4. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers
Primary
Mr. Brian Bogucki
Contracting Specialist
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn, 3800
Chicago, IL 60604
Office Phone: TBD
brian.bogucki@gsa.gov

Alternate
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Supervisory Contracting Officer
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Chicago, IL 60604
Office Phone: (312) 886-3811
eben.greybourne@gsa.gov

GSA Project Manager
Ms. Meredith "Memi" Whitehead - QD0B
Project Manager
U.S. General Services Administration
Integrated Acquisition Environment Project Office
1800 F Street NW
Hub 4323
Washington, DC 20405
Office Phone: 703-605-9466
E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Lucille Warunek-Gieryic

IBM US Federal, Global Business Services
Sr. Contracts & Negotiations Manager
6710 Rockledge Drive, Bethesda, MD 20817
(P) 301-803-3197 (t/l) 262
(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

The Base period of performance (August 15, 2016 through August 14, 2017), which corresponds to the original Option 4 of this contract, remains unchanged.

6. CONTRACT TYPE

The tasks described in this modification use a combination FFP and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this order for the number of hours actually performed up to the ceilings. Ancillary Items and ODCs will be reimbursed for actual costs incurred up to their respective ceiling amounts.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

9. ADDITIONAL CLAUSES

Not applicable

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: [Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$28,648,349.23	\$28,648,349.23	\$0.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)	16A. NAME AND TITLE OF CONTRACTING
--	------------------------------------

Lucille L. Warunek-Gieryic		OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR Lucille L. Warunek-Gieryic	15C. DATE SIGNED 08/11/2017	16B. UNITED STATES OF AMERICA Brian A Bogucki	16C. DATE SIGNED 08/14/2017
_____ (Signature of person authorized to sign)		_____ (Signature of person authorized to sign)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 08/14/2015		2. ORDER NUMBER		3. CONTRACT NUMBER GS05Q15BMC0002		4. ACT NUMBER	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 299X	ORG CODE A05VR110	B/A CODE F1	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE C01	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT
7. TO: CONTRACTOR (<i>Name, address and zip code</i>) Maryanne Manzi INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 ROCKLEDGE DR Bethesda, MD 20817-1826 United States (720) 396-7301				8. TYPE OF ORDER A. PURCHASE		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER (b) (4)		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION Manufacturer of Goods				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (<i>Address, zip code, and telephone no.</i>) GSA Region 05 Brian A Bogucki		12. REMITTANCE ADDRESS (<i>MANDATORY</i>) INTERNATIONAL BUSINESS MACHINES CORPORATION P.O. Box 643584		13. SHIP TO(<i>Consignee address, zip code and telephone no.</i>) Kristen Lanier 1800 F Street NW			

230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629	500 First Ave Pittsburgh,PA 15264-3584 United States	Washington DC, DC 60604-1111 United States 312-886-8820	
14. PLACE OF INSPECTION AND ACCEPTANCE Kristen Lanier 1800 F Street NW Washington DC, DC 60604-1111 United States		15. REQUISITION OFFICE (<i>Name, symbol and telephone no.</i>) Cassandra Hannah-Boyd GSA Region 5 230 S. Dearborn Street Chicago, IL 60604 United States (312) 886-7499	
16. F.O.B. POINT Destination	17. GOVERNMENT B/L NO.	18. DELIVERY F.O.B. POINT ON OR BEFORE 08/14/2016	19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS

20. SCHEDULE

Solicitation Reference: ITSS # ID05150131

Modification: N/A

Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / T&M

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0020590

This action is completed under the authority of the clauses entitled: Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9) and Changes ȷ Fixed Price (FAR 52.243-4) for the removal of SubCLINs 0009IA and 0009P (detail in Section 4).

1. CONTRACT AWARD

This award is for System for Award Management / Architecture and Operations Contract Support (SAM / AOCS) systems development. This award constitutes the exercising of Option 3 of the original contract and is for this period of performance only. This award is a continuation of contract GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046 (FEDSIM), and GS05Q15BMC0001 (R5 Contract Number) ID05150073 (ITSS Number). This contract was transitioned for administration from GSA FEDSIM to GSA Region 5, Federal Acquisition Service (FAS), Acquisition Operations Division (AOD). The change in contract number is necessitated by internal GSA account rules and is made solely for the benefit of the government.

2. INCORPORATED DOCUMENTS

The provisions, attachments, and documents incorporated by reference, including the contractor's proposal, as revised, and applicable solicitation provisions in Contracts GS-00Q-14-AJ-C-0009 / GS-

00I-10-AA-C-0046 the latest version is the conforming contract document dated February 2010, GS05Q15BMC0001 / ID05150073 (ITSS Number) are hereby incorporated into this award by reference.

3. CONTRACT TYPE

This is a combination fixed price and time and material contract.

4. PRICES

The prices in this award are as follows:

The original base period amount of \$20,586,399.46 (original contract Option 3) is reduced by \$2,666,584.08 to \$17,919,815.38. This reduction is due to the removal of SubCLIN 0009IA: FPDS Software Upgrades for (b) (4) and SubCLIN 0009P: Grants Management (b) (4) which are no longer required by the Government.

Option 1: \$20,211,711.05 (original contract Option 4)

Option 2: \$20,111,839.54 (original contract Option 5)

Total: \$58,243,365.97

CLIN Description

0009A Project Management and Program Support -----	(b) (4)
0009B Security Support Services -----	(b) (4)
0009C Perform System Engineering Services -----	(b) (4)
0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE ----	(b) (4)
0009DD Management, Operations, and Support for FPDS-NG -----	(b) (4)
0009E Training -----	(b) (4)
0009F Travel (reimbursable) -----	(b) (4)
0009G Option Minor Enhancements (LH) -----	(b) (4)
0009H COOP Managed Services -----	(b) (4)
0009I ODCs (reimbursable) -----	(b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) -----	(b) (4)
0009N FPDS Colocation -----	(b) (4)
0009P (O) Grants Management -----	(b) (4)

5. FUNDING

The Base Period of this contract, which corresponds to Option 3 of the original contract, is incrementally funded in the amount of \$3,360,597.22 of \$17,919,815.38, unfunded \$14,559,218.16. Funding is allocated to the contract line items as follows:

0009A Project Management and Program Support (b) (4) of (b) (4), unfunded (b) (4)

0009B Security Support Services (b) (4) of (b) (4), unfunded (b) (4)

0009C Perform System Engineering Services (b) (4) of (b) (4) unfunded (b) (4)

0009D Provide Environment Mgmt, Customer Relationship Mgmt for IAE (b) (4) of (b) (4) unfunded (b) (4)

0009DD Management, Operations, and Support for FPDS-NG (b) (4) of (b) (4) unfunded (b) (4)

0009E Training (b) (4) unfunded (b) (4)
0009F Travel (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009G Option Minor Enhancements (LH) (b) (4) of (b) (4) unfunded (b) (4)
0009H COOP Managed Services (b) (4)
0009I ODCs (reimbursable) (b) (4) of (b) (4) unfunded (b) (4)
0009IA (O) FPDS Software Upgrades (ODM & Tableau) ----- not awarded
0009N FPDS Colocation (b) (4) of (b) (4) unfunded (b) (4)
0009P (O) Grants Management ----- (b) (4)

6. WORK OBJECTIVE

Work under this contract will be performed as described in the PWS and the Contractor's technical proposal as stated and/or incorporated into the original contract.

7. PERIOD OF PERFORMANCE

This contract has a one year base period that corresponds to the original contract twelve-month Option 3 period of performance. The period of performance is from 15 August, 2015 through 14 August, 2016. This contract has two twelve-month option periods that correspond to Options 4, and 5 of the original contract.

8. DELIVERY TIMES AND PLACES

All deliverables shall be provided at the times and places stipulated in the original contract.

9. CONTRACT MONITORING

This contract will be monitored in accordance with the QASP (Quality Assurance Surveillance Plan) that was provided with the original contract.

10. CONTRACTING OFFICER AUTHORIZATION

No notice, communication, or representation in any form or from any person other than the Contracting Officer, shall affect the price or amount allotted by the Government to this contract. In the absence of the specified notice issued by the Contracting Officer, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

The Contracting Officer is the only person authorized to make changes to the contract on behalf of the Government. Any changes to the contract must be made in writing by the Contracting Officer as a modification to the contract.

11. CHANGE ORDERS

Change orders, if issued by the government, shall not be considered an authorization to exceed the estimated ceiling amount of this task order unless they contain a statement specifically increasing the ceiling amount.

12. ADDITIONAL INFORMATION

For additional information about this contract refer to GSA website <http://it-solutions.gsa.gov> or call the contact referenced in Paragraph 13, below.

13. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers

Primary

Mr. Brian Bogucki

Contracting Specialist

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn, 3800

Chicago, IL 60604

Office Phone: 312-353-9629

brian.bogucki@gsa.gov

Alternate

Mr. Eben Greybourne

Supervisory Contracting Officer

U.S. General Services Administration

Federal Acquisition Service, Great Lakes Region

Acquisition Operations Division

230 S. Dearborn Street, Room 3808

Chicago, IL 60604

Office Phone: (312) 886-3811

eben.greybourne@gsa.gov

GSA Project Manager

Ms. Meredith "Memi" Whitehead - QD0B

Project Manager

U.S. General Services Administration

Integrated Acquisition Environment Project Office

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Hub 4323

Washington, DC 20405

Office Phone: 703-605-9466

E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Primary

Maryanne Manzi

Contracts Manager

IBM US Federal

6710 Rockledge Dr

Bethesda, MD 20817

Phone: 720-396-7301

Manzi1@us.ibm.com

14. INVOICE AND PAYMENT INFORMATION

The Contractor shall submit invoices for this contract/order through the GSA Office of the Chief Financial Officer, Vendor and Customer Self Service (VCSS) web portal (<https://vcss.ocfo.gsa.gov>).

The funding reference to use when submitting invoices is **QP0020590**.

The Contractor may invoice for items or services upon their delivery. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures.

Once invoices are submitted by the Contractor, the government will make payment after verification that the goods or services listed on the invoice have been received and accepted.

If you have problems submitting your invoice, please contact one of the following, as applicable.

VCSS General System, Login ID, password issues:

GSA Financial Systems Service Desk:

Ph: 866-450-6588

Email: OCFOServiceDesk@gsa.gov

Invoice & Payment related questions:

BCEB Help Desk:

Ph: 800-676-3690, Opt 3

Fax: (816)926-7800

Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with invoicing issues:

Email: kc-acctspayable.vcss@gsa.gov

15. CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated into this contract by reference.

FAR 52.232-18, Availability of Funds (Apr 1984)

FAR 52.232-19, Availability of Funds for Next Fiscal Year (Apr 1984)

16. CLAUSES INCORPORATED IN FULL TEXT

Option to Extend Services

As prescribed in FAR 17.208(f), the following clause applies to this task order.

Option to Extend Services (Nov 1999)(FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

Option to Extend the Term of the Contract

As prescribed in FAR 17.208(g),), the following clause applies to this task order.

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitation of Government Obligation

The Government's payment obligations under this contract are limited by the available funds. Accordingly, the following provision applies regarding incremental funding of the fixed price portion of this contract.

LIMITATION OF GOVERNMENT OBLIGATION

(a) The Firm Fixed Price portion of the Base Period of this Contract award (corresponding to original Option 3) is incrementally funded. The Base Period firm fixed price value is \$17,449,521.72. Current funding of fixed price line items is \$2,890,303.56 leaving \$14,559,218.16 unfunded. It is contemplated that the balance of the funding will be provided in accordance with the following funding schedule.

15 August, 2015 (Initial funding) ----- \$ 2,890,303.56

On or before 15 October, 2015 ----- \$14,559,218.16

Total FFP funding ----- \$17,449,521.72

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the convenience of the Government, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled: Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the funding schedule in paragraph (a) of this clause, the Contractor will notify the Contracting Officer in writing when, in the Contractor's best judgment, the

work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable item(s). The notification will state an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a mutually agreed upon substitute date. If more than one additional funding amount is indicated in the funding schedule, paragraph (a), the notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the funding schedule in paragraph (a) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled: Disputes.

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled: Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled: Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

Incremental Funding: Time and Materials/Labor Hours

The Incremental Funding: Time and Materials/Labor Hours clause (GSA R5 AOD Acquisition Letter 3-2009-01 [revised 07-23-09]), regarding incremental funding of the Labor Hour or Time & Material

portion of this contract, is incorporated and provided in full text as follows:

INCREMENTAL FUNDING: TIME AND MATERIALS/LABOR HOURS

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

End of Award Text

CITATION CODE(S)

47X4530 2015.2015..296X.AE10.00.Q00D0000.AF151.H08.DS1410

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
T0001	Base Period (original Option Year 3)	1	lot	\$3,360,597.22	\$3,360,597.22

21. RECEIVING OFFICE (Name, symbol and telephone no.) Region 5 client , 312-886-8820		TOTAL From 300- A(s)	
22. SHIPPING POINT Specified in QUOTE	23. GROSS SHIP WT.	GRAND TOTAL	\$3,360,597.22
24. MAIL INVOICE TO: (Include zip code) General Services Administration (FUND) The contractor shall follow the invoice instructions identified within the award documentation.	25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support	25B. TELEPHONE NO. 816-926-7287	
	26A. NAME OF CONTRACTING/ORDERING OFFICER(Type) Eben Greybourne	26B. TELEPHONE NO. (312) 886-3811	
	26C. SIGNATURE		

	Eben Greybourne 08/14/2015	
GENERAL SERVICES ADMINISTRATION	1. PAYING OFFICE	GSA FORM 300 (REV. 2-93)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGE(S)
2.AMENDMENT/MODIFICATION NO. ID15160019 / S 004		3.EFFECTIVE DATE 08/10/2017	4.REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY GSA Region 05 Brian A Bogucki 230 S. DEARBORN STREET CHICAGO, IL 60604-1505 United States (312) 353-9629			7. ADMINISTERED BY (If other than Item 6) Brian A Bogucki (312) 353-9629	
8.NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Lucille L. Warunek-Gieryic INTERNATIONAL BUSINESS MACHINES CORPORATION 6710 Rockledge Drive Bethesda, MD 20817-0000 United States 301-803-3197			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. GS15Q16IAC0002 / TYPE OF MODIFICATION: B. Administrative Change (No Funding or POP Date Changes)	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11) 01/20/2017 12:00 AM
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="radio"/> is extended <input type="radio"/> is not extended				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12.ACCOUNTING AND APPROPRIATION DATA (If required) 296X.Q00DB000.AE10.25.AF200.H08... CITATION CODE(S) # 47X4530.2016.2016.296X.AE10.00.Q00D0000.AR371.H02.DS1429, 47X4530 2016.2016.296X.AE10.00.Q00D0000.AF151.H02.DS1410-MDL03, 47X4530 2016 2016 296X AE10 00 Q00D0000 AF151 H02 DS1410, 47X4534 2017 2017 296X AE10 0 Q00D0000 AR371 H02 DS1419 MDL04				
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				

☐ THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☒ **THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties**

☐ OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor IS required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract matter where feasible.)

ORDER MOD DATED:08/10/2017

Proposal Dated:08/10/2017

Order ID: ID15160019

PERFORMANCE PERIOD FROM:
08/15/2016

PERFORMANCE PERIOD
TO:
08/14/2017

Desired Delivery Date:

ITEM NO	TASK ITEM DESCRIPTION	PREVIOUS MOD AMOUNT	MOD CHANGE AMOUNT	NEW MOD AMOUNT
0001	Base Period (Original Option Year 4)	\$28,648,349.23	\$0.00	\$28,648,349.23

Solicitation Reference: ITSS # ID15160019

Contract Number: GS15Q16IAC0002

Prior Contract Number: GS05Q15BMC0002

Pre-transition Contract Numbers: GS-00Q-14-AJ-C-0009 / GS-00I-10-AA-C-0046

Project Title: System for Award Management / Architecture and Operations Contract Support (SAM / AOCS)

Contract Type: Combination FFP / LH

NAICS: 541519 Other Computer Related Services

Product Service Code: D302 ADP Systems Development

Inherently Governmental Functions Code: IGF::CT::IGF

Funding Reference: QP0021414

Codes: Contracting Office: 47QFLA, Funding Agency: 4732, Funding Office: 47QDCA

The purpose of this modification is to:

1. Revise the Schedule of Items and Prices for upcoming Option Year 5 (Contract Section B.3)

1. STATEMENT OF WORK CHANGE

This modification affects work to be performed during Option Year 5 of the contract between August 15, 2017 through August 14, 2018. There are additions and removals to the Schedule of Items and Prices based on changing needs of the IAE program.

The ceiling value of CLIN 0011G "Minor Enhancements" is increased to account for additional work of legacy FPDS enhancements (ie quarterly service pack releases). This work was added to the SOW for Option Year 4 (via Mod 01) and will continue throughout Option Year 5.

OY5 CLIN 0011IA "FPDS Software Upgrades" is removed from the Schedule. This CLIN was removed from the OY4 Schedule because the licensing requirements changed once the FPDS work was introduced to the contract. This CLIN is not needed in OY5 as well.

CLIN 0011MC "Analyze FPDS Reports Inventory" is added to the Schedule of Items and Prices for Option

Year 5. The development of the Federal Procurement Data System (FPDS) reports in the new SAM.gov environment was planned to be completed in May 2017 during IBM's Option Year 4 CLIN 0010MC. IAE tasked IBM in its OY4 to provide functional expertise and technical support to the vendor rebuilding the reports ("FPDS reports developer") under the FPDS report modernization project. Due to various issues with the modernized environment platform and challenges the vendor experienced while conducting the reports development, the new FPDS reports module will most likely not be delivered until November 2017 at the earliest. IAE needs IBM to continue to provide functional expertise and technical support to the FPDS reports developer until the reports are deployed in the new SAM.gov environment.

2. SCHEDULE OF ITEMS AND PRICES

No Change, Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support --- (b) (4)
0010B Security Support Services ----- (b) (4)
0010C Perform System Engineering Services ----- (b) (4)
0010CA Redesign Entity Registration to Near Real Time, Total (b) (4)
0010CB Secure FTP ----- Total (b) (4)
0010CC Provide assistance with architectural definition ----- Total (b) (4)
0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0010DA Management, Operations, and Support for FPDS-NG --- (b) (4)
0010DDA Develop and Deploy FPDS NG Version 1.5 ----- Total (b) (4)
0010E Training ----- (b) (4)
0010F Travel (reimbursable) ----- (b) (4)
0010G Option Minor Enhancements (LH) ---Total (b) (4)
0010H COOP Managed Services ----- (b) (4)
0010I ODCs (reimbursable) ----- (b) (4)
0010MB Consolidate non-iLog Business Rules, -----Total (b) (4)
0010MC Analyze FPDS-NG Report Inventory, Total (b) (4)
0010N FPDS Colocation ----- (b) (4)
0010Q Prepare FPDS for Modernized Environment----- Total (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution-- Total (b) (4)
0010S Prepare SAM for Modernized Environment ----- Total (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX - Total (b) (4)

NTE = Not to Exceed

Base Period Total: (b) (4)
Base Period Total: (b) (4)
Base Period Total: NTE \$28,648,349.23

Option 1 (original Option Year 5) CLIN Description

0011A Project Management and Program Support --- (b) (4)
0011B Security Support Services ----- (b) (4)
0011C Perform System Engineering Services ----- (b) (4)
0011CC Provide assistance with architectural definition (optional) ----- Total (b) (4)
0011D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)
0011DA Management, Operations, and Support for FPDS-NG --- (b) (4)

(b) (4)

0011DB Develop and Deploy FPDS Version 1.5 ----- Total (b) (4)

0011E Training ----- (b) (4)

0011F Travel (reimbursable) ----- (b) (4)

(changed) 0011G Option Minor Enhancements (LH) ----Total (b) (4)

0011H COOP Managed Services ----- (b) (4)

0011I ODCs (reimbursable) ----- (b) (4)

(removed) 0011IA FPDS Software Upgrades (optional) ----- (b) (4)

(added) 0011MC Analyze FPDS Reports Inventory ----- Total (b) (4)

0011N FPDS Colocation (optional) ----- (b) (4)

0011P Grants Management (optional) ----- (b) (4)

0011Q Prepare FPDS for Modernized Environment ----- Total (b) (4)

0011R Modernize FPDS UI/UX and Implement Design Solution ----- Total (b) (4)

0011S Prepare SAM for Modernized Environment ---- Total (b) (4)

0011T Modernize Entity Registration and Exclusions Mgmt UI/UX ---- Total (b) (4)

NTE = Not to Exceed

Option 1 Total: FFP (b) (4)

Option 1 Total: Reimbursable (b) (4)

Option 1 Total: \$30,099,931.85 (from \$31,217,369.91, decrease of \$1,117,438.06)

Note: If applicable, the contractor is authorized to adjust the monthly unit fixed price on the final invoice to bill the full annual fixed price.

3. FUNDING

No Change, included for informational purposes only

The Base Period (Original OY4) of this contract is fully funded in the amount of \$28,648,349.23, unfunded \$0.00. Funding is allocated to the contract line items as follows:

Base Period (original Option Year 4) CLIN Description

0010A Project Management and Program Support ----- (b) (4)

0010B Security Support Services ---- (b) (4)

0010C Perform System Engineering Services ----- (b) (4)

0010CA Redesign Entity Registration to Near Real Time ---- (b) (4)

0010CB Secure FTP ----- (b) (4)

0010CC Provide assistance with architectural definition ----- Total (b) (4)

0010D Provide Environment Mgmt, Customer Relationship Mgmt for IAE -- (b) (4)

0010DA Management, Operations, and Support for FPDS-NG ---- (b) (4)

0010DDA Develop and Deploy FPDS NG Version 1.5 ----- (b) (4)

0010E Training --- (b) (4)

0010F Travel (reimbursable) ---- (b) (4)

0010G Option Minor Enhancements (b) (4)

0010H COOP Managed Services ----- (b) (4)

0010I ODCs (reimbursable) ----- (b) (4)

0010MB Consolidate non-iLog Business Rules ---- (b) (4)
0010MC Analyze FPDS-NG Report Inventory ---- (b) (4)
0010N FPDS Colocation ---- (b) (4)
0010Q Prepare FPDS for Modernized Environment ---- (b) (4)
0010R Modernize FPDS UI/UX & Implement Design Solution --- (b) (4)
0010S Prepare SAM for Modernized Environment ---- (b) (4)
0010T Modernize Entity Registration and Exclusions Mgmt UI/UX ----- (b) (4)

FFP Funding: (b) (4)
Reimbursable Funding: NTE (b) (4)
Base Period Total Funding: NTE \$28,648,349.23; unfunded \$0.00.

4. POINTS OF CONTACT

Government Points of Contact

GSA Contracting Officers
Primary
Mr. Brian Bogucki
Contracting Specialist
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn, 3800
Chicago, IL 60604
Office Phone: TBD
brian.bogucki@gsa.gov

Alternate
Mr. Eben Greybourne
Supervisory Contracting Officer
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Acquisition Operations Division
230 S. Dearborn Street, Room 3808
Chicago, IL 60604
Office Phone: (312) 886-3811
eben.greybourne@gsa.gov

GSA Project Manager
Ms. Meredith "Memi" Whitehead - QD0B
Project Manager
U.S. General Services Administration
Integrated Acquisition Environment Project Office
1800 F Street NW
Hub 4323
Washington, DC 20405
Office Phone: 703-605-9466
E-mail: meredith.whitehead@gsa.gov

Contractor points of contract

Lucille Warunek-Gieryic

IBM US Federal, Global Business Services
Sr. Contracts & Negotiations Manager
6710 Rockledge Drive, Bethesda, MD 20817
(P) 301-803-3197 (t/l) 262
(efax) 845-491-5285
Lwarunek@us.ibm.com

5. PERIOD OF PERFORMANCE

The Base period of performance (August 15, 2016 through August 14, 2017), which corresponds to the original Option 4 of this contract, remains unchanged.

6. CONTRACT TYPE

The tasks described in this modification use a combination FFP and labor hour contract type.

7. REIMBURSEMENT

All reimbursable totals represent -Not-to-Exceed- ceiling amounts. The Contractor will be reimbursed at the rates stated in this order for the number of hours actually performed up to the ceilings. Ancillary Items and ODCs will be reimbursed for actual costs incurred up to their respective ceiling amounts.

8. MODIFICATION EFFECTIVE DATE

This modification is effective on the date in Block 3 or 16C, whichever is later.

9. ADDITIONAL CLAUSES

Not applicable

***Attention Contractors: The invoice submission functionality within the system is changing to converge and normalize invoice submission across ASSIST. The invoice submission process detailed at the following link supersedes any instructions for interfacing with the system(s) currently in the contract. These revised instructions do not change the frequency, content, supporting documentation requirements, or any other terms and conditions for invoice submission: [Invoice Submission Instructions](#)

Upon deployment of the Central Invoice Service, the contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

For additional assistance contact the ASSIST Helpdesk at 877-472-4877. ***

FOR INQUIRIES REGARDING PAYMENT CONTACT:
GSA Finance Customer Support 816-926-7287

	PRIOR AMOUNT	NEW AMOUNT	INCREASE/DECREASE
Cost To GSA:	\$28,648,349.23	\$28,648,349.23	\$0.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER(Type or print)	16A. NAME AND TITLE OF CONTRACTING
--	------------------------------------

Lucille L. Warunek-Gieryic		OFFICER (Type or print) Brian A Bogucki (312) 353-9629	
15B. CONTRACTOR/OFFEROR Lucille L. Warunek-Gieryic	15C. DATE SIGNED 08/11/2017	16B. UNITED STATES OF AMERICA Brian A Bogucki	16C. DATE SIGNED 08/14/2017
_____ (Signature of person authorized to sign)		_____ (Signature of person authorized to sign)	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	